

EVENT SPACES

Licensing Enquires licensing@cott.org.tt | www.cott.org.tt

PUBLIC PERFORMANCE OF MUSIC AT EVENT SPACES

Planning an event would necessitate obtaining several different licences and or permissions; it is for this reason Fete Promoters and Event Planners often seek out venues that are pre-licensed for music use as this will reduce the number of licences that they need to obtain.

A COTT licence ensures that you can legally use our extensive repertoire of local and international music. By obtaining our licence you are ensuring that the creators behind the music you use are compensated.

Our licence covers the Copyright [CR] in the musical works and the Neighbouring Rights [NR] in the sound recordings.

REGISTERED OFFICE: 139 - 141 Abercromby Street, Port of Spain
BRANCHES: 15B Carib Street, San Fernando
19 Dutch Fort, Lal's Building, Scarborough, Tobago

PHONE: 624 - COTT (2688)
PHONE: 657 - COTT (2688)
PHONE: 635 - COTT (2688)

EVENT SPACES

Licensing Enquires licensing@cott.org.tt | www.cott.org.tt

SCOPE AND APPLICABILITY OF TARIFF

This Annual Blanket tariff applies to performances of music from within COTT's repertoire as background and/or featured music whether live or recorded, at theatres, halls, auditoriums, and any other similar enclosed premises. This licence covers you [Owner/Operator] for music used by you or someone who has hired your event space for performances.

HOW MUCH DOES IT COST ANNUALLY

The following rates apply to royalties falling from **1st January 2023**

	CR	NR
EVENTS WITHOUT AN ADMISSION FEE		
EVENT SPACE CAPACITY	RATE PER ANNUM	
200 persons capacity or less	1,380.00	1,700.00
201 to 500	2,340.00	1,910.00
501 to 800	4,054.00	3,312.00
801 and over	6,480.00	5,184.00

	CR	NR
EVENTS WITH AN ADMISSION FEE		
Permit Royalty (PER EVENT) as a percentage of Box Office Receipts	3.25%	2.60%

!MUSIC USES THIS TARIFF DOES NOT COVER!

PAID EVENTS TAKING PLACE DURING THE CARNIVAL SEASON
EVENTS TAKING PLACE OUTDOORS
EVENTS WHERE TICKETS ARE SOLD AT OUTLETS OTHER THAN THE VENUE BOX OFFICE
EVENT SPACES AT HOTELS, RESTAURANTS & BARS

EVENT SPACES

Licensing Enquires licensing@cott.org.tt | www.cott.org.tt

DEFINITIONS

“Annual Blanket Licence” means a licence payable in advance for venues where several events featuring COTT’s repertoire are held throughout the year.

“Box Office Receipts” - the total amount collected for admission, excluding any Value Added Tax and other payments levied as a matter of law on actual receipts.

“Carnival Season” means the period beginning on the 26th day of December in any calendar year and ending midnight on the Saturday immediately preceding Ash Wednesday of the following year.

“COTT’s repertoire”- all and any musical works (including words associated therewith) and sound recordings, in which the right of public performance, communication to the public and broadcast is controlled by COTT or by any of the societies in other countries that are COTT affiliated.

“Copyright” is a property right which subsists in literary and artistic works that are original intellectual creations. <http://ipo.gov.tt/types-of-ip/copyright/>

“Neighbouring rights” are similar to copyright. These rights exist in the public performance of a sound recording. Neighbouring rights are collected on behalf of performers and producers of sound recordings.

“Person Capacity” is the maximum number of persons who may be admitted to the venue at any one time calculated as follows: where the accommodation of a room is limited to seating, the capacity will be calculated by the total number of seats; if there is no formal means of calculating the accommodation of a venue, that capacity will be assessed by the maximum number of people who can reasonably be accommodated at the venue, or which is permitted under any regulation by Fire, OSHA or similar regulations.

“Public Performance”- music played outside the normal circle of friends and family that occurs in any public place. A public performance also occurs when music is transmitted to the public, via radio, TV broadcasts, digital service providers, and any other means.

GENERAL TERMS AND CONDITIONS

- ❖ COTT reserves the right to make such variations to this tariff it considers appropriate where performance particulars have changed; including but not limited to the way in which the music is made accessible to the public.
- ❖ COTT is not bound to adhere to the rates quoted in this tariff in respect of any performances for which an application was not made in advance.
- ❖ Licensees under this tariff shall provide COTT with the actual particulars to enable us to calculate the royalty due. If the actual particulars are not known an estimated figure would be used to calculate the fees payable.
- ❖ Should the Licensee fail to provide actual particulars in accordance with COTT’s General Terms and Conditions, COTT reserves the right to make a reasonable estimate of the particulars and to invoice the Licensee accordingly.
- ❖ Complimentary tickets shall be declared based on the price of the equivalent paid ticket.
- ❖ All information provided must be certified by an Auditor or in a manner acceptable to COTT.

EVENT SPACES

Licensing Enquires licensing@cott.org.tt | www.cott.org.tt

PERFORMANCE PARTICULARS

Licensees shall provide COTT with the “box office”/ admission receipts or person capacity of each event held during the preceding year.

PAYMENT OF ROYALTIES

The royalties due under this tariff are payable on account immediately upon receipt of COTT's invoice. The sum invoiced is based on the particulars available to COTT at the time of issuing the invoice. Any charge made under such invoice may be adjusted after the Licensee has furnished COTT with details of the actual performance particulars.

Should the Licensee fail to pay any sum due and payable within 30 days of COTT's invoice, without prejudice to any other rights it may have, COTT reserves the right to charge the Licensee interest on the amount overdue calculated daily at the rate of 1.5 percent per annum above the base lending rate as per the Central Bank of Trinidad and Tobago.

All royalties payable under this Tariff are exclusive of Value Added Tax or other governmental taxes or levies of any kind.

ROYALTY ADJUSTMENT

COTT reserves the right to adjust the royalties payable under this tariff every year by the percentage (to the nearest whole percentage point) by which the Retail Prices Index published by the Central Statistical Office changed when compared with the figure for the previous year. provided that:-

1. We provide You with reasonable notice (at least 1 month) of any such amendments; and
2. The changes so notified will only take effect as at the commencement of the Year following the Year in which the Amendment Notice was received.